

IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

TUESDAY, THE EIGHTEENTH DAY OF JANUARY
TWO THOUSAND AND FIVE

PRESENT

HON'BLE SRI DEVINDER GUPTA,

CHIEF JUSTICE

and

HON'BLE SRI JUSTICE M.NARAYANA REDDY

WRIT APPEAL NO : 2221 of 2004

(Writ Appeal under Clause 15 of the Letters Patent against the Order dated
07/10/2002 in WP NO : 12522 OF 1991 on the file of the High Court.)

Between:

M/s. Engineers & Suppliers, No.7 Maheswari Road,
Devinagar, Avadi, Madras, rep.by its Proprietor K.N.Rathi.

..... APPELLANT

AND

1 The Commander Works Engineer (Project) Military
Engineering Services, Station Road, Visakhapatnam
2 The Garrison Engineer (P) No.1, Military Engineering
Services, Station Road,
Visakhapatnam-4.
3 The Branch Manager, Indian Overseas Bank, Avadi,
Madras-54.

.....RESPONDENTS

Counsel for the Appellant : MR.J.V.PRASAD

Counsel for the Respondents: MR.A. RAJASHEKAR REDDY (SC FOR CG)

The Court made the following :

ORAL JUDGMENT:

(per Hon'ble The Chief Justice)

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1 . Challenge is to the order passed by the learned single Judge dismissing the writ petition holding that the period of contract in respect of which appellant had filed writ petition has already expired and therefore nothing survives for adjudication in the writ petition and the same is dismissed as infructuous.

2 . Writ petition was filed by the appellant questioning the action of the

respondents in issuing letter dated 12.08.1991 cancelling its contract as arbitrary, illegal and opposed to the principles of natural justice and has sought further direction against respondents to permit the petitioner – appellant to complete the remaining work.

3. May be that interim order was passed in favour of the appellant initially and despite that respondents awarded contract to some other person. The very nature of the petition was such that which ought not to have been entertained in exercise of writ jurisdiction and ought to have dismissed with liberty reserved to the petitioner – appellant to work out its remedies in accordance with law. In a contractual matter, party has to invoke jurisdiction in accordance with law either by resorting to arbitration proceedings or approaching Civil Court. Filing writ petition is nothing but misconceived and for that reason, we see no grounds to interfere with the order passed by the learned single Judge.

4. In the result, writ appeal is dismissed. No costs.

DEVINDER GUPTA. C.J.,

M. NARAYANA REDDY. J.,

Dated: 18.01.2005.

VRK.

To

- 1 The Commander Works Engineer (Project), Military Engineering Services, Station Road, Visakhapatnam
- 2 The Garrison Engineer (P) No.1, Military Engineering Services, Station Road,
Visakhapatnam-4.
- 3 The Branch Manager, Indian Overseas Bank, Avadi,
Madras-54.
4. Two CD copies.

**HON'BLE SRI DEVINDER GUPTA,
CHIEF JUSTICE
AND
HON'BLE SRI JUSTICE M. NARAYANA REDDY.**

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W.A.NO. 2221 OF 2004.

**(Judgment of the Bench delivered by
Hon'ble The Chief Justice)**

Dt: 18.01.2005.

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